

EXHIBIT A

David Weekley Homes

OFFER OF EMPLOYMENT

Dear Cristie,

It is my pleasure to extend an offer of employment to work at David Weekley Homes. We have a strong "Commitment to Excellence" at David Weekley Homes and feel that your unique talents and abilities will contribute to reaching our goals. It is David Weekley's mission to create a workplace where you feel respected and empowered, where you can grow and be your best. It is our goal to challenge, empower, excite and reward you so that David Weekley Homes will continue to be a leader in its field and a great place to work. With that mission in mind, I want to offer you the following:

Job Title: Supply Chain Buyer/Planner **Manager:** Bill Justus

Employment Start Date: December 27, 2017 **Weekley 101 Dates:** January 22-23, 2018

Type of Position (select one)

- ☒ Full-Time (40 hours per week)
☐ Part-Time (less than 30 hours per week)
☐ Intern/Temporary (limited duration of employment)

Compensation

\$55,000.00 annualized salary paid on a semi-monthly basis (24 pay periods)

Location

City: Houston, TX
Division: Home Services Team (HST)
Department: Supply Chain

Other Items

The following items will be reviewed with you. Please initial next to each item as discussed:

- ☐ Work Schedule and Hours
☐ Pay Days – 15th and last day of the month
☐ Benefits Summary (for Full-time positions)
☐ Builder Achievement Program & Construction Bonus Program (If applicable)
☐ Sales Career Path & Compensation Agreement (If applicable) – attach signed copy
☐ Growth And Salary Reviews
☐ Conflict of Interest Policy
☐ Dispute Resolution Policy

DISPUTE RESOLUTION POLICY

The David Weekley Homes Dispute Resolution Policy is designed to maintain a healthy work environment, encourage communication between Team Members, and resolve problems in an efficient manner. David Weekley Homes knows that even productive team members can have problems at work, and these problems can grow larger when they are not resolved. In the event of a dispute that cannot be resolved internally (through the Open Door Policy), the American Arbitration Association (AAA) provides mediation and arbitration services to help resolve the dispute.

THE OPEN DOOR POLICY

The Open Door Policy encourages you to talk to your immediate supervisor, a higher level of management, or the People Services Department, about your concerns.

- Immediate Supervisor/Manager – The first place to address work-related problems is your immediate supervisor.
- Higher Level of Supervision – If your immediate supervisor cannot resolve the problem or you think the problem needs to be addressed on a different level, then you should contact the next level of management. You should then follow the chain of command in your department or project.
- People Services Department (Human Resources) – If going through the chain of command does not resolve the problem or you think the problem needs the attention of someone outside the chain of command, then you can contact the HST People Services Department for advice or assistance.

MEDIATION AND ARBITRATION

Mediation is an informal conference moderated by a trained, neutral third person (Mediator), who will suggest ways of resolving the dispute. The Mediator's opinions and suggestions are non-binding (i.e., the mediator may not impose an agreement on the parties); however, the goal of mediation is the negotiation of a mutually acceptable resolution.

Arbitration is the submission of a dispute to a neutral third person (Arbitrator), who will hear facts & evidence presented by both parties, and then make a legally binding decision (subject to appeal on the grounds set forth in this Dispute Resolution Policy).

ANY CLAIM, CONTROVERSY OR OTHER DISPUTE BETWEEN YOU AND THE COMPANY, INCLUDING ANY OF ITS OWNERS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES, SUBSIDIARIES, OR ITS AFFILIATED COMPANIES, RELATING TO YOUR EMPLOYMENT, SEPARATION FROM THE COMPANY, OR FOLLOWING SEPARATION FROM THE COMPANY, SHALL BE RESOLVED BY ARBITRATION, IN LIEU OF JURY TRIAL OR ANY OTHER LEGAL PROCEEDING, PURSUANT TO THE FEDERAL ARBITRATION ACT (TITLE 9, UNITED STATES CODE), AND IN ACCORDANCE WITH THIS DISPUTE RESOLUTION POLICY. THE ARBITRATION WILL BE CONDUCTED BY A SINGLE ARBITRATOR WHO WILL BE SELECTED IN ACCORDANCE WITH THE APPLICABLE RULES OF THE AAA. THE ARBITRATION WILL BE ADMINISTERED BY THE AAA REGIONAL OFFICE CLOSEST TO YOUR WORKPLACE. IN THE EVENT THAT THE AAA DOES NOT ACCEPT ADMINISTRATION OF THE CLAIM, OR IS UNAVAILABLE, THE ARBITRATION PROCEEDING WILL BE ADMINISTERED BY ANOTHER NATIONALLY RECOGNIZED ARBITRATION SERVICES PROVIDER DESIGNATED BY DAVID WEEKLEY HOMES.

Exclusions from Arbitration - The following claims are excluded from the requirements of mandatory arbitration: 1) workers compensation claims administered by a state agency in accordance with procedures provided by state law (claims alleging workers compensation retaliation will be arbitrated pursuant to this Policy); 2) administrative procedures required by state or federal law for the determination of unemployment compensation claims; (3) Employment benefit claims for which administrative procedures are provided by the company's ERISA plan; 4) claims by the company for injunctive relief to protect company personnel or property rights, or to enjoin the breach of an legal or contractual duty owed by a current or former Team Member to the company; and 5) claims not arbitrable under applicable law. Claims related to the subject matter of exclusions 1 through 3, that are not subject to administrative remedies, will remain subject to arbitration (e.g., a claim following exhaustion of administrative remedies, or a claim for which there is no administrative remedy).

Initiation of Arbitration - To initiate arbitration, the initiating party must give the other party written notice of a demand for arbitration prior to expiration of the statute of limitation applicable to the claim, and must also contact AAA (1-800-203-0016 or www.adr.org). An initiating Team Member will pay the first \$100 in filing fees to the AAA and the Company will pay the portion of filing fees that exceed \$100, plus any other administrative fees or costs (other than the arbitrator's compensation). The arbitrator's compensation will be paid 20% by the Team Member and 80% by the Company.

Initiation of Mediation – If arbitration has been demanded, either party may require that the dispute first be submitted to mediation. However, if arbitration has not yet been demanded, either party may give written notice to the other that a dispute exists, and contact the AAA to request submission to mediation. The Company will pay any filing fees and administrative costs for mediation (other than the mediator's compensation). The mediator's compensation will be split equally between the parties. Any dispute remaining unresolved after mediation will remain subject to the arbitration requirements of this Dispute Resolution Policy, including any claims arising in connection with the performance or breach of an agreement reached in mediation.

Arbitration Procedures – The following procedures will be followed in arbitration:

Pleadings - The Demand for Arbitration must be include or be accompanied by a reasonably detailed statement of the factual basis of the claim and legal theories of recovery.

Consolidation of Claims: Notwithstanding anything to the contrary in the AAA Rules, there shall be no class or collective actions under this Arbitration Agreement, and the arbitrator shall not have the power to treat any claim as a collective, class or consolidated claim.

Dispositive Motions - The Arbitrator will entertain and rule on dispositive motions (e.g., summary judgment motions), that would dispose of all or some of the case based on questions of law.

Scheduling Order - At a preliminary case management hearing (teleconference), the Arbitrator will establish deadlines (in consultation with the parties or their counsel if an agreement can be reached, or unilaterally if an agreement cannot be reached) for each party to: amend their claims, file dispositive motions and obtain rulings thereon, designate fact and expert witnesses, complete discovery, identify and exchange documents and exhibits for the hearing, submit pre hearing briefs, and any other deadlines deemed appropriate by the Arbitrator.

Discovery - The arbitrator will permit and set deadlines for the completion of the following discovery: up to 15 Interrogatories per party, including subparts; up to 25 Requests for Production per party, including subparts; depositions of the parties to the proceeding and any technical experts designated to testify; third party document subpoenas as appropriate; any other discovery to which the parties agree.

Award - The arbitrator's award will be issued within 30 days after conclusion of the hearing and include reasons for the decision. The arbitrator may award attorney's fees and costs of arbitration to a prevailing party. A party that recovers no more than was previously offered in a written offer of settlement shall not be entitled to recovery of attorney's fees incurred after the date the offer of settlement was made, unless otherwise required by law. The arbitration award will also be subject to any offer of settlement or offer of judgment statutes or rules applicable to a proceeding under state or federal law. The arbitration will be governed by the following rules and procedures, in order of priority: 1) the procedures set forth in this Dispute Resolution Policy; 2) applicable AAA Rules; and 3) the Federal Arbitration Act.

Review and Appeal of Award - The arbitrator's award may be confirmed, entered and enforced as a judgment in a court having jurisdiction, subject to appeal only on the following grounds: 1) the arbitrator's mistake in resolving a question of law; 2) no evidence to support the award or some element of the award; or 3) vacation, modification or correction of the award in accordance with either Sections 10 or 11 of the Federal Arbitration Act. An appeal shall be first to an appellate arbitrator, if provided for in the applicable AAA Rules, and then to a federal district court having jurisdiction and venue where the arbitration was conducted. An appeal shall be governed by the same standard of review, rules and procedures applicable to an appeal of a judgment from a federal district court, sitting without a jury, to a federal circuit court of appeals. The federal district court shall be the court of last resort except on questions of law, in which case the U.S. Supreme Court will be the court of last resort.

The Dispute Resolution Policy establishes a procedure for resolving your workplace disputes, but does not establish any other terms of your employment, or modify your employment-at-will status, or create a contract of employment, express or implied, for any period of time. If after reading the Dispute Resolution Policy you have questions or would like more information about how the program works, please contact the HST People Services Department.

COMPENSATION ESTIMATE

This exercise is intended to give you an example of how David Weekley Homes programs and benefits enhance your total overall compensation.

This is an estimate only!	1st Employment Year	2nd Employment Year
BASE SALARY:		
ESTIMATED COMMISSION POTENTIAL:		
BONUS or INCENTIVE POTENTIAL: (Builder, Sales Consultant, Admin, Exec.)		
PROFIT SHARING ESTIMATE: (Based on 5% estimate)		
PROFIT SHARING KICKER* ESTIMATE: (25% of profit sharing amount)		
401(k) MATCH* ESTIMATE: (Up to 8% of Team Member deferrals)		
ESTIMATED TOTAL:		
401(k) & Profit Sharing Eligibility Date: (1 ST of Quarter after 6 months of active full-time service) * Match and Kicker vest at 20% per year based on hire date	ELIGIBILITY DATE IS: October 1 st January 1 st April 1 st July 1 st	IF HIRE DATE IS January 2 nd to April 1 st April 2 nd to July 1 st July 2 nd to October 1 st October 2 nd to January 1 st

THIS IS NOT A CONTRACT OF EMPLOYMENT

The Company strives to provide secure employment and rewarding careers for those who meet our standards of performance and conduct. Nevertheless, we cannot guarantee that you will be employed for any specific length of time. Your employment is at-will and can be terminated at any time at the option of you or the Company. Only the CEO OR COO has the authority to authorize exceptions to this policy. Nothing contained in this employment offer should be interpreted as constituting a contract of employment with David Weekley Homes.

PLEASE SIGN BELOW TO ACKNOWLEDGE THE FOLLOWING:

Dispute Resolution Policy: By accepting employment with David Weekley Homes, I agree that any claim, controversy or other dispute relating to my employment, separation from the company, or following separation from the company, shall be resolved by arbitration, in lieu of jury trial or any other legal proceeding, pursuant to the Federal Arbitration Act (Title 9, United States Code), and in accordance with the provisions of the David Weekley Homes Dispute Resolution Policy ("DRP"), which I have received and been given an opportunity to read. The arbitration will be conducted by a single arbitrator, who will be selected in accordance with the applicable rules of the American Arbitration Association ("AAA"), and in accordance with the procedures outlined in the DRP. The arbitration will be administered by the AAA regional office closest to my workplace. In the event that the AAA does not accept administration of the claim, or is unavailable, the arbitration proceeding will be administered by another nationally recognized arbitration services provider designated by David Weekley Homes.

Pre-employment Drug Screening

I understand that this offer of employment is conditional upon David Weekley Homes receiving satisfactory results of a pre-employment drug screening test.

At Will Employment: I understand my employment can be modified or terminated with or without cause, and with or without notice, at any time, at either my option or the option of the Company. I understand that no Manager or Representative of the Company has any authority to enter into any agreement of employment for any specified period of time. Should my employment terminate for any reason, I will be paid prorata base salary for days worked through my final day and bonuses earned, if any, through my last full month worked.

Your signature below indicates that you understand and are willing to accept employment on the terms and conditions identified above. You also acknowledge that this letter contains all the material terms and conditions of employment that you will use to make your decision and that you have not relied on any other agreements, assurances, representations, or promises as the basis for your decision to accept the job as offered. Please return a signed copy of this letter to me at your earliest convenience.



Team Member Signature

Date

1/15/18



Manager's Signature

Date

1/15/18

Executive Approval

Date